

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO</b>	PAGE OF PAGES <b>1 88</b>	
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00174-04-R-0027</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>19 Apr 2004</b>	
				6. REQUISITION/PURCHASE NO. <b>655M101</b>			
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE ATTN: KAY PROCTOR 1141W PROCTORKV@IH.NAVY.MIL INDIAN HEAD MD 20640-5035				8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>			
CODE <b>N00174</b>				CODE			
TEL: 301/744-6680 FAX 301/744-6546				TEL: FAX			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 1558 until 03:00 PM local time 19 May 2004  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>KAY PROCTOR</b>	B. TELEPHONE (Include area code) (NO COLLECT CALLS) <b>301/744-6680</b>	C. E-MAIL ADDRESS <b>proctorkv@ih.navy.mil</b>
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## LOT I, BASE YEAR (Date of award through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0001	The contractor shall provide Scientific, Engineering, Technical and Assistance Services in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____
Summary of CLIN 0001 price				
	Total Cost (DL+OH+G&A)	\$	_____	
	Fixed Fee	\$	_____	
	CPFF	\$	_____	

0002	Other Direct Cost Associates/Consultants Travel and Supplies/Material to Support Clin 0001	* NTE \$1,190,250.00
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TOTAL COST	_____
TOTAL FIXED FEE	_____
TOTAL COST PLUS FIXED FEE	_____

## LOT II, OPTION I (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0003	The contractor shall provide Scientific, Engineering, Technical and Assistance Services in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____
Summary of CLIN 0004 price				
	Total Cost (DL+OH+G&A)	\$	_____	
	Fixed Fee	\$	_____	
	CPFF	\$	_____	

0004 Other Direct Cost  
 Associates/Consultants  
 Travel and Supplies/Materials  
 to Support Clin 0004

\* NTE \$1,190,250.00

TOTAL COST \_\_\_\_\_  
 TOTAL FIXED FEE \_\_\_\_\_  
 TOTAL COST PLUS FIXED FEE \_\_\_\_\_

LOT III, OPTION II (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0005	The contractor shall provide Scientific, Engineering, Technical and Assistance Services in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____

Summary of CLIN 0007 price  
 Total Cost (DL+OH+G&A) \$ \_\_\_\_\_  
 Fixed Fee \$ \_\_\_\_\_  
 CPFF \$ \_\_\_\_\_

0006 Other Direct Cost  
 Associates/Consultants  
 Travel and Supplies/Materials  
 to Support Clin 0007

\* NTE \$1,190,250.00

TOTAL COST \_\_\_\_\_  
 TOTAL FIXED FEE \_\_\_\_\_  
 TOTAL COST PLUS FIXED FEE \_\_\_\_\_

LOT IV, OPTION III (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF NTE
0007	The contractor shall provide Scientific, Engineering, Technical and Assistance Services in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$ _____

Summary of CLIN 0010 price  
 Total Cost (DL+OH+G&A) \$ \_\_\_\_\_  
 Fixed Fee \$ \_\_\_\_\_  
 CPFF \$ \_\_\_\_\_

0008 Other Direct Cost  
 Associates/Consultants,  
 Travel and Supplies/Materials  
 to Support Clin 0010 \* NTE \$1,190,250.00

TOTAL COST \_\_\_\_\_  
 TOTAL FIXED FEE \_\_\_\_\_  
 TOTAL COST PLUS FIXED FEE \_\_\_\_\_

LOT V, OPTION IV (Date option exercised through 365 days thereafter)

ITEM	DESCRIPTION	QTY	UNIT	CPFF	NTE
0009	The contractor shall provide Scientific, Engineering, Technical and Assistance Services in accordance with Description/ Specifications set forth in Section C of the contract.	1	lot	\$	_____
Summary of CLIN 0013 price					
	Total Cost (DL+OH+G&A)	\$	_____		
	Fixed Fee	\$	_____		
	CPFF	\$	_____		

0010 Other Direct Cost  
 Associates/Consultants  
 Travel and Supplies/Materials  
 to Support Clin 0013 \* NTE \$1,190,250.00

TOTAL COST \_\_\_\_\_  
 TOTAL FIXED FEE \_\_\_\_\_  
 TOTAL COST PLUS FIXED FEE \_\_\_\_\_

\* NOT TO EXCEED – Inclusive of G&A. Fee is prohibited on Associates/Consultants, Travel, and Supplies/Materials.

**Notes**

1. Definition of Contractor – The term “contractor” as used in this contract is defined to include the prime contractor and subcontractors with whom the prime contractor has entered into firm commitments prior to award.
2. Definition of Associate/Consultant – For the purpose of this contract associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractor’s own team in the performance of a the contract. These specialized associate/consultant subcontract services shall be incidental to the contractor’s performance. In accordance with FAR 52.244-2, Alternate 1 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of a task requirement under this contract shall be obtained from the contracting

officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offeror's original proposal upon which award shall be based but, if applicable, shall be identified in proposal's submitted in response to task under this contract.

3. In regard to Note 2 above (Associates/Consultants). By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total direct labor cost of the contract.
4. You are required to submit your plan for Evaluation of Compensation for Professional Employees: as part of their original proposal. This requirement is in accordance with FAR 52.222-46 – FEB 1993.
5. Notification Regarding Subcontractor Fee: The prime contractor is hereby notified that all fees to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractors. No subcontractor proposal shall contain any amount for fee. The prime contractor shall arrange the manner by which the fee will be distributed to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

#### **B52X PAYMENT OF FIXED FEE – PERFORMANCE BASED CONTRACT (DEC 2003)**

- a) The fixed fee specified in Section B is the maximum fee that may be paid under this contract. The Government shall pay fixed fee as provided in this clause. This fee shall be paid, subject to any adjustment required by other clauses of this contract (for example, clause B53 – Performance Based Redetermination Fee Incentive Plan), in installments at the time of each provisional payment for reimbursement of allowable cost.

#### **B53 PERFORMANCE BASED REDETERMINATION FEE INCENTIVE PLAN**

- a) This contract contains a Performance Based Redetermination Fee Incentive Plan.
- b) The contractor's overall performance will be evaluated per the Performance Redetermination Fee Incentive Plan, Attachment #4, the Performance Requirements Summary Table, Attachment #5, and the Statement of Work.
- c) The fixed fee rate on direct labor established by clause B52 shall be reduced by 25% if the Government, during its annual evaluation, determines that overall contractor performance is "Unsatisfactory". The reduced fixed fee shall apply during the next twelve month period. Under no circumstances shall the fee rate be increased or decreased during this period.
- d) If overall contractor performance during the subsequent evaluation period is still evaluated by the Government as "Unsatisfactory", the fixed fee rate shall be reduced by another 25% (making the total reduction 50% of the initial fixed fee established by clause B52). If overall contractor performance during the subsequent evaluation period is, however, evaluated by the Government to have improved to at least a "Satisfactory" level, then the fee rate shall revert back to the rate established by clause B52.

#### **HQB-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**HQB-2-0014 PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent ( %) **(NOTE: THE FIXED FEE APPLIES TO CLINS 0001,0004,0007,0010 AND 0013, FEE IS NOT ALLOWED ON OTHER DIRECT COSTS)** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**HQB-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**HQB-2-0004 EXPEDITING CONTRACT CLOSE-OUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract close-out. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.



**PERFORMANCE BASED**  
**SCIENTIFIC, ENGINEERING, TECHNICAL AND ASSISTANCE SUPPORT**  
**FOR THE**  
**SPECIAL PROJECTS OFFICE (SPO)**

**1.0 GENERAL**

The Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland (IHD/NSWC) has been tasked to provide Scientific, Engineering, Technical and Assistance (SETA) support services as required to support the Special Projects Office (SPO) of the Defense Advanced Research Projects Agency (DARPA) to assist SPO in planning, monitoring, research, evaluation, assessment, and documentation of the SPO advanced technology programs.

**1.1 Background (For Information Purposes Only)**

The Defense Advanced Research Projects Agency (DARPA) manages high-risk, high-return research efforts for the Department of Defense. All research, development, test and evaluations are performed by industrial contractors, federally funded research and development centers, military and federal laboratories, and universities. Program acquisition and management are provided by agents; however, the ultimate responsibility for planning, programming, budgeting, and executing the programs rests with the Agency.

The Agency organizations that carry out analytical, correspondence control, small business, technical information, management, and other administrative functions are staffed at a very low level. For this reason, a broad range of functions requiring knowledge management and other capabilities, including the day-to-day oversight of these functions, must be contracted to assist in the execution of programs and the accurate accountability of the business and technical functionality.

The Special Projects Office (SPO) researches, develops, demonstrates and transitions technologies focused on addressing present and emerging national challenges. SPO investments range from the development of enabling technologies to the demonstration of large prototype systems. SPO is developing technologies to counter the emerging threat of underground facilities, used for purposes ranging from command-and-control, to weapons storage and staging, to the manufacture of weapons of mass destruction. SPO is also developing significantly more cost-effective ways to counter proliferated, inexpensive cruise missiles, UAV's and other platforms used for weapon delivery, jamming, and surveillance. SPO is investing in novel space technologies across the spectrum of space control applications including rapid access, space situational awareness, counterspace, and persistent tactical grade sensing approaches including extremely large space apertures and structures. Finally, investments are being made in technologies to provide full-scale comprehensive collective protection systems against the threat of chemical and biological attack. In all of these areas, SPO efforts encompass the full range of activities required to develop complete prototype systems, from hardware development and characterization to algorithms, exploitation techniques, and full-scale system experimentation. To support this range of efforts, SPO is also home to DARPA's expertise in the areas of advanced sensor systems and guidance and navigation technologies. The research areas are dynamic, changing over time as a reflection of national security needs. These dynamics in turn create an energizing and unique working environment at SPO and inculcate some compelling demands on the qualities of the desired workforce in addition to the traditional qualifications. The importance of these qualities is briefly addressed in Attachment C, Personnel Qualifications, and can have an affect on assessment of the contractor's performance to the extent that they contribute to or diminish that performance.

**1.2 Scope**

This Statement of Work (SOW) encompasses all aspects of support services in the areas of planning, monitoring, evaluation, assessment, and documentation of programs as required to meet SPO needs. This SOW will consist of

tasks to be performed for a period of 365 days. The contract will contain option provisions for four additional 12-month performance periods, and provisions to allow incremental funding.

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently Government functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel will wear appropriate identification (in accordance with DARPA policy), identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, contractor personnel shall clearly identify their status as contractor employees. All reports delivered under this contract are property of the U.S. Government.

## **2.0 REQUIREMENTS**

The contractor shall assist in providing the personnel resources and office facilities necessary to support the mission of DARPA SPO as described in the following task areas. The contractor shall provide personnel who have the necessary skills and expertise to accomplish their assigned functions and ensure performance is maintained at an acceptable level. The contractor shall adhere to Organizational Conflict of Interest clauses. The office facilities will be located within a 15 minute commute of DARPA; and will include a conference room cleared at a minimum to the SECRET level with adequate space to accommodate 30 people. A Secured Compartmental Information Facility (SCIF) is desired, but not required. It is anticipated that approximately 20% of the personnel will be physically located on-site within the DARPA complex. For these people, office space and furnishings will be provided by DARPA.

The Contracting Officer's Representative (COR) shall issue Technical Direction Letters (TDLs). TDLs shall provide guidelines, which assist in the interpretation of technical portions of the work described with the Statement of Work. TDLs may not be used to:

- Assign additional work
- Direct a change
- Increase/decrease costs or period of performance
- Change any of the terms and conditions of the contract
- Increase the scope of the contract
- Create a binding obligation upon the contractor or the Government.

### **2.1 Task 1: Program Planning and Execution Support**

**2.1.1** The contractor will assist SPO in establishing a program plan and milestones for the development of individual program efforts. The program plans will establish the relevance of the project to the other research programs, system integration efforts, and applications underway within SPO. The contractor will provide program management support primarily to the Office Director, Deputy Director and Assistant Director. Support will include:

- Presentation support to include briefings and responses to Congressional staff, program reviews, Program Plan Documents and other briefings (e.g. keynote addresses, etc.). (This graphic support capability will include producing 2-D and 3-D illustrations; scanning and editing photographs, images, drawings, and charts; quickly and efficiently producing high quality (color, and black and white) 35-mm slides, viewgraphs, paper and electronic formats. Applications are to be compatible with DARPA's current version of software and graphics packages.)
- Providing comprehensive archive management, including compilation, retention, logging, indexing, retrieval, and storage of SPO briefings, presentations, and graphics. In addition to hard copy document archiving, electronic copies of briefings, final reports, technical papers, and other documents will, as required, be placed on mass media such as CD-ROM disks in compatible file formats to be accessed by SPO computers. The mass storage media will be indexed, updated, and filed for easy access.
- Descriptive Summary preparation to include distribution of previous submissions and instructions to PM's, collection and collation of inputs, implementation of changes made by management, and delivery/retrieval of interoffice documents, etc.

- The review, processing, and filing of ARPA Order (AO) Packages to include logging and tracking AO's into the tracking system, quality review, and routing throughout the entire fiscal year to include incremental contractual adds, and new starts.
- Small Business Innovative Research (SBIR) support including coordination of abstracts with PMs for submission, tracking of selected SBIR topics, tracking of selected proposals for funding, and coordination of actions with PMs.
- Development and update of a tracking system for AO Packages and Obligation Tracking Applications.
- Financial/business management support to include assisting in the development of program financial documents, organizing and supporting program and/or budget reviews, assembling and tracking changes in SPO's budget, compiling and inputting budgetary and program data for descriptive summaries, developing and maintaining SPO financial databases.
- Development of financial and general office training tools or manuals.
- Administrative support to include scheduling, travel, communications, filing, correspondence, and suspense tracking, pixel and text scanning capability, word processing, and copying and assembling of briefings and/or reports.

**2.1.2** Procurement processes within SPO require extensive administrative support to process the large volume of proposals and white papers received. The SOW must provide for administrative support for such activities.

**2.1.2.1** The contractor will provide assistance with the Broad Agency Announcement (BAA) or other contracting process in the following areas:

- Coordinating the announcement of the BAA.
- Providing support for discussions, if necessary, and distribution of questions/changes to the BAA announcement.
- Providing administrative support in processing the proposals and white papers received.
- Maintaining accurate individual and collective information on all white papers and proposals received, including an appropriate database.
- Distributing white papers and proposals for evaluation by government.
- Providing capabilities to receive white papers and proposals on disks or via Internet.
- Tabulating evaluation results.
- Providing administrative support of the entire process through the use of an automated BAA tracking tool.

## **2.2 Task 2: Program Process Support**

**2.2.1** The contractor will provide administrative support of the programs selected for funding by assisting in:

- Preparing procurement packages resulting from BAAs
- Preparing documents to transfer the authority and funding from DARPA to its designated contracting agent
- Tracking program funds and preparing budgetary data for each program manager
- Documenting program status and success as related to goals of the program
- Preparing and updating program plans
- Tracking technology results with regard to program plans
- Creating and maintaining archival documentation files for each program
- Preparing presentation materials and information

## **2.3 Task 3: Custom Business Application Development and Data Base Support**

**2.3.1** The contractor will provide custom business application development and data base support to include:

- Electronic processing of SPO program information to include web site management (e.g., creation, maintenance, update, and standardization of SPO internal and external DARPA websites in accordance with DARPA

Instruction No. 54.), project summary collection, analysis, and publishing, PI meeting registration and execution, and automated access to SPO computing and networking financial and program information.

- Database management support to include the administration of the financial data and current and prior year project summaries databases, and the database that contains historical BAA data.
- Evaluate and implement results of SPO advanced technology research to support SPO advanced technology business processes, including implementation of results of SPO advanced technology research efforts that might enhance office operations, (e.g. World Wide Web, Harvest (WWW indexing tool) and Digital Library Technology).

## **2.4 Task 4: Technology Assessments**

SPO performs technology assessments to understand how technology will be transitioned to the application offices and to commercial industry. SPO PMs require assistance in collecting and analyzing information related to their programs, including advances in technology external to government R&D programs.

**2.4.1** The contractor will provide technology assessments for the following:

- Conducting detailed market analysis to identify commercial investments in technology
- Setting up panels of industry experts to exchange ideas and develop long-term program and transition plans
- Assessing technology assimilation rates
- Assessing commercial industry research needs
- Identifying industry trends/scenarios

The contractor will not be responsible for determining patent or intellectual property ownership rights.

## **2.5 Task 5: Analytical and Programmatic Support**

The contractor will provide analytical and programmatic support as follows:

**2.5.1** Studies and Analyses. The contractor will conduct studies and analyses of topics (research development, testing, and others) as directed by the Government. In general, this will consist of research, analysis of inputs from various sources, consolidation of materials, and text preparation.

**2.5.2** Analysis of Directives and Instructions. The contractor will assist in the analysis of current and future DoD directives, Instructions, and other policy issuances to determine applicability to DARPA. The contractor will provide the SPO Director assistance in complying with Government standards, policies, safeguards, and controls in the responsible management of SPO's program resources. The contractor will assist the SPO Director in monitoring internal management control checks, and balances, providing risk and vulnerability assessment documentation, and training SPO's program managers, as well as their contractor support staff on their responsibilities to ensure compliance with internal management controls. If applicable, the contractor will assist in drafting implementing instructions, handbooks or guides for review by DARPA management. Contractor personnel will also prepare correspondence in support of this function.

**2.5.3** Specialized Technical Services. The contractor shall assist with providing analysis and responses to a variety of scientific, technical, administrative, and security areas to quickly react to changing program needs. These services would require short-term analysis and response. The contractor will assist with providing such services within the provisions of the contract.

**2.5.4** Requirements Analysis. The contractor will assist in conducting requirements analyses for new or expanded programs, new technologies, etc., and will report findings to the Government.

**2.5.5** Realignment Planning Support. The contractor will assist in developing realignment plans as required resulting from any agency reorganizations. These plans will include:

**2.5.5.1 Needs Assessment.** The contractor will assist in preparing a needs assessment of DARPA office space requirements, to include but not be limited to assisting with the design review, presentation of architectural drawings, and identification of office furniture, equipment, computer hardware and communication requirements. The contractor will not be responsible for, nor have the authority to expend funds on behalf of the Government.

## **2.6 Task 6: Conference Planning and Meetings**

The contractor will assist in planning meetings and conferences to support the various research and management activities within SPO. The contractor will not be responsible for, nor have the authority to expend funds on behalf of the Government. The contractor will provide services to assist in locating and securing meeting facilities and in coordinating the meeting with the participants. The contractor will also create and/or arrange for, as needed, display and/or exhibit materials, posters/placecards, and presentation articles. The contractor will provide the meeting minutes within 15 days of its completion. All documents or presentations prepared by the contractor shall not contain any logos, identifications, symbols, trademark or other information relating to the identification of the contractor. All documents or presentations prepared by the contractor shall bear the legend: "U.S. Government Document. For Official Use Only". Conferences may require travel by the contractor support personnel.

## **3.0 REPORTS**

The Government desires to have the following reports delivered under this contract:

Monthly Progress Report suggested Data Item Description (DID) DI-MGMT-80227

Technical Reports suggested DID DI-MISC-80508A

Scientific and Technical Reports suggested DID DI-MISC-80711A

Conference Agenda suggested DID DI-ADMN-81249A

Conference Minutes suggested DID DI-ADMN-81250A

Presentation Materials suggested DID DI-ADMN-81373

## **4.0 TRAVEL**

In performance of this contract, the contractor shall be required to travel. Specific travel requirements will be negotiated as required. Foreign travel will be approved on a case-by-case basis. Costs associated with travel and lodging shall be reimbursed in accordance with the Federal Joint Travel Regulations (JTR).

## **5.0 SECURITY**

All Key Personnel associated with this contract will be required to have at a minimum a DoD "Secret" clearance at time of award. The contractor will have access to information and compartments with a "secret" classification.

## **6.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)**

As part of the contract transition the contractor shall conduct an inventory of all GFE. The inventory will note the presence of the equipment, its location, and condition. A copy of the inventory shall be provided to the CO and the COR not later than 30 days from contract award and the GFE listing will be added to the contract.

## **7.0 QUALITY ASSURANCE SURVEILLANCE PLAN**

This contract contains a Performance Based Redetermination Fee Incentive in accordance with clauses B52X and B53 of the contract. The contract will be evaluated on a quarterly basis in accordance with the Prospective Fee Rate Reduction Incentive Plan (Attachment 4) and the Performance Requirements Summary Table (Attachment 5). The results of these quarterly evaluations will be used to conduct the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis after contract award and prior to

exercising the options. The CPARS evaluation will be based on the contractor's performance during the previous 12 months. The primary Government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

## **8.0 DISCLAIMER STATEMENT**

All reports resulting from this contract will contain the following disclaimer statement on the cover of such reports:

"The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision unless so designated by other official documentation."

Reports will not contain any contractor's logo, symbols, or any other identifying marks.

## **IHD 17 PERSONNEL QUALIFICATIONS (MINIMUM) NAVSEA/IHD (FEB 2000)**

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- (b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.
- (c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.
- (d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

## **PERSONNEL QUALIFICATIONS**

The current National Security paradigm can be characterized as dynamic with frequently emerging and rapidly changing needs over time. A key facet of the DARPA SPO mission is to be properly responsive to addressing those

needs. These dynamics in turn create a unique working environment at SPO and engender compelling demands on the qualifications of support personnel in addition to the traditional requirements of education and professional experience. Historically, SPO has been fortunate in developing a professional workforce of committed individuals best characterized as energetic, motivated, creative, assiduous, and exhibiting above average levels of initiative. At the same time they demonstrate the ability to collaborate effectively when “teaming” is required. The requirement for these added qualities in the SPO workforce has been a unique factor in assuring that DARPA has been able to meet its mission objectives successfully and in a timely manner. It is essential that DARPA SPO maintain seamless continuity of its capabilities by preservation to the greatest possible extent of these important workforce qualities. Proposers should consider this factor when considering the selection of personnel. To the extent possible, proposers should keep the importance of the above qualities in mind when reviewing performance history and professional qualifications of candidate personnel to support the SPO mission. The presence or absence of these qualities can have an effect on the contractor’s performance review to the extent that they contribute to or diminish that performance.

#### **PROGRAM MANAGER (*Key Personnel*)**

Functions as the overall manager and administrator for the contract effort. Shall be proactive and responsible for being the single point of contact for the Government on all matters concerning technical progress, problems and problem resolutions, performance, scheduling, costs, resources and other related matters. Must routinely meet with and support the needs of the Assistant Director, Program Management, Deputy Director, and Director of SPO. Plans, supervises and directs contractor personnel in the areas of requirements listed in the SOW. Manages acquisition and employment of SETA contractor/subcontractor resources. Manages, controls and reports with respect to contract requirements. Program Manager will review and approve work performed by contractor/subcontractor program personnel.

Education and Experience: A Master's of Business Administration from an accredited college or university is desired. At least eight (8) years of experience in managing progressively complex programs and systems of a technical nature is desired, with five (5) years experience in program management of government contracts involving the support of requirements analysis and definition, detailed design, development, and testing of newly developed technology systems/products. This experience must include at least three (3) years of managing a support group of at least 20 personnel;

*or*

A Bachelor's degree in a related discipline from an accredited college or university, and ten (10) or more years of qualifying experience;

*or*

Fifteen (15) years qualifying experience without a degree.

#### **SENIOR RESEARCH ASSOCIATE (*Key Personnel*)**

Develops and evaluates plans and criteria for a variety of projects and activities to be carried out by others. Assesses the feasibility and soundness of proposed plans. Provides quality assurance. Usually performs as a senior staff advisor and consultant in a particular technical specialty. Conducts research in broad areas of assignment and related fields. Makes independent recommendations on research problems and methods. Requires the use of advanced techniques and the modification and extension of theories, precepts, and practices of the field and related sciences and disciplines.

Education and Experience: A Master’s degree in a recognized engineering, scientific, technical or business management discipline from an accredited college or university is required. Ten (10) years of progressively more complex experience in related areas of management and assessment of research and development projects. A Doctorate is desirable but not required.

#### **SENIOR RESEARCH SCIENTIST (*Key Personnel*)**

Provides flexible and urgent response capabilities to primary research, development, and other kinds of support needed for sponsored programs. Provides professional support services to conduct or evaluate studies and analyze areas of technology that are of interest to the sponsor. This assessment provides the basis upon which the sponsor can structure programs using past and current areas of technology. As an individual researcher and consultant, formulates and guides the attack on problems of exceptional difficulty and marked importance. Problems are characterized by their lack of scientific precedents and source material, or lack of success of prior research and analysis so that their solution would represent an advance of great significance and importance. Performs advisory and consulting work as a recognized authority for broad program areas or in an intensely specialized area of considerable novelty and importance.

**Education and Experience:** A Master's degree in a recognized engineering, scientific, technical, or business management discipline from an accredited college or university is required. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive systems integration programs and activities of outstanding novelty and importance. Typically is recognized as a national or international leader in a particular area of specialization.

## **RESEARCH ASSOCIATE**

Provides assistance to the sponsor in areas that involve developing project plans and assisting in research efforts. Assignments usually include process studies, research investigations, report preparation, and other activities requiring knowledge of the principles and techniques commonly employed in the specific area of assignment. Independently evaluates, selects, and applies standard systems engineering procedures and criteria, using judgments in making minor adaptations and modifications.

**Education and Experience:** A Bachelor of Science degree in a recognized engineering, scientific, technical or business management discipline from an accredited college or university is required. Ten (10) years of progressively more complex experience in areas of administrative, professional, investigative, technical or other responsible work that demonstrates possession of the abilities and aptitude required to perform analysis work at this level.

## **ANALYST/SPECIALIST**

Analyzes and transmits the intellectual content of scientific, technological, or other specialized information. The specialist performs a variety of functions. Duties include acquisition, analysis of subject content of the documents acquired, indexing and preparation of abstracts or extracts. Also included are duties and responsibilities involved in the direction, administration, or coordination of technical information services to include webmaster capability, technical illustrations and graphical productions.

### *Senior Level Analyst/Specialist (Key Personnel)*

**Education and Experience:** A Master's degree or equivalent from an accredited college or university in a discipline applicable to the effort (or as otherwise specified in a particular delivery order) is desired. A minimum of seven (7) years of practical experience in the pertinent area(s) applicable to the effort involved; a demonstrated knowledge of DOD; and experience as a senior level professional on a multi-disciplinary team is required;

*or*

A Bachelor's degree in a related discipline from an accredited college or university, and ten (10) or more years of qualifying experience;

*or*

Fifteen (15) years qualifying experience without a degree.

### *MidLevel Analyst/Specialist*

**Education and Experience:** A Bachelor's degree in a recognized engineering, scientific, technical or business management discipline from an accredited college or university is required. Four (4) years of successful and pertinent experience of such nature and level as to provide a knowledge of the basic principles, theories, practices, techniques, terminology and expressions of a discipline or subject matter; an understanding of the standard methods, procedures and techniques of research and analysis in the subject matter field; ability to acquire subject matter



information about the field and related fields; some knowledge of literature resources in the field; and where appropriate; and a minimum of ten (10) years of experience in writing and analyzing technical information.

*Junior Level Analyst/Specialist*

Education and Experience: A Bachelor's degree from an accredited college or university in a discipline applicable to the effort or as otherwise specified in a particular delivery order is required.

*or*

An Associate's degree in a related discipline from an accredited college or university, and two (2) or more years of qualifying experience.

**BUSINESS FINANCIAL MANAGER(S) (BFM's)** (*This labor category may be further identified as "Analyst/Associate Analyst"*)

These individuals are assigned to a particular SPO Program by the Assistant Director for Program Management (ADPM). The number of programs that require support could in the performance of the contract depend on changes in SPO personnel and technology. The BFM(s) duties and responsibilities will include, but are not limited to three (3) major Tasks Areas: (1) Preparation of procurement packages (DPR, DARPA Orders, etc.), (2) tracking/analyses of budget and program execution (to include all aspects of acquisition involving the contractual, financial, and programmatic content and issues of programs) and (3) technology transfer through information exchanges with Principal Investigators, Agents, and others on the current status of program elements and specific procurement actions. In addition, BFM(s) are responsible for Broad Agency Announcement (BAA) support, organization and execution of technical conferences, and conference focal point(s) and adhoc support as required.

*Senior Level Business Financial Manager (Key Personnel)*

Education and Experience: A Master's degree or equivalent from an accredited college or university in a discipline applicable to the effort or as otherwise specified in a particular delivery order is desired. A minimum of seven (7) years of practical experience in the pertinent area(s) applicable to the effort involved; a demonstrated knowledge of DOD; and experience as a senior level professional on a multi-disciplinary team is required;

*or*

A Bachelor's degree in a related discipline from an accredited college or university, and ten (10) or more years of qualifying experience;

*or*

Fifteen (15) years qualifying experience without a degree.

*MidLevel Business Financial Manager*

Education and Experience: A Bachelor's degree or equivalent from an accredited college or university in a discipline applicable to the effort or as otherwise specified in a particular delivery order is desired. A minimum of five (5) years of practical experience; at least two years of experience in the pertinent area(s) applicable to the effort involved; a demonstrated working knowledge of DOD; and experience as a participant on a multi-disciplinary team is required;

*or*

An Associate's degree in a related discipline from an accredited college or university, and eight (8) or more years of qualifying experience;

*or*

Ten (10) years of demonstrated successful work experience in a discipline applicable to effort can be substituted for degree requirements.

*Junior Level Business Financial Manager*

Education and Experience: A Bachelor's degree from an accredited college or university in a discipline applicable to the effort or as otherwise specified in a particular delivery order is required.

*or*

An Associate's degree in a related discipline from an accredited college or university, and two (2) or more years of qualifying experience.



**HQC-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

**HQC-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (Mar 2001)**

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal                      dated                      in response to NAVSEA Solicitation No.                      .
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

**HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

#### **HQC-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information

submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this

requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

**SECTION D - PACKAGING AND MARKING****IHD 31 MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS) (IHD/NSWC) (FEB 2000)**

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-04-C-**

Bldg:

Code:

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

**DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

**MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

**PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)**

Preservation, packaging and packing shall be in accordance with ASTM D 3951-90 "Commercial Packaging of Supplies and Equipment."

**HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)**

Item(s) 0001 THRU 00015 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

**SECTION E - INSPECTION AND ACCEPTANCE****52.246-5 Inspection of Services--Cost-Reimbursement.****APR 1984****VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)**

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

**INSPECTION AND ACCEPTANCE (DESTINATION) (NSWCIHD) (MAY 1997)**

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.



**SECTION F - DELIVERIES OR PERFORMANCE**

<b>52.242-15</b>	<b>Stop-Work Order.</b>	<b>AUG 1989</b>
<b>52.242-15</b>	<b>Stop-Work Order. (AUG 1989)-- Alternate I</b>	<b>APR 1984</b>
<b>52.247-34</b>	<b>F.O.B. Destination</b>	<b>NOV 1991</b>

**IHD 61 PLACE OF DELIVERY: DESTINATION (IHD/NSWC)**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

**DARPA  
3701 N. Fairfax Dr  
Arlington VA 22203-1714**

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

**DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under DD Form 1423, Section J.

**IHD 62 PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000**

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of [12 ] months beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of [60] months (if all options are exercised) beginning with the effective date of this contract.

**SECTION G - CONTRACT ADMINISTRATION DATA****5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [2] copies, to the [contract auditor\*] at the following address:

**Contractor's DCAA office:**

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor\*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",

[ ] is required with each invoice submittal.

[X] is required only with the final invoice.

[ ] is not required.

(f) A Certificate of Performance

[X] shall be provided with each invoice submittal.  
 [ ] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

## **252.242-7000 Postaward Conference. DEC 1991**

### **IHD 76 INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January
Martin Luther King's Birthday	21 January
President's Day	18 February
Memorial Day	27 May
Independence Day	4 July
Labor Day	2 September
Columbus Day	14 October
Veteran's Day	11 November
Thanksgiving Day	28 November
Christmas Day	25 December

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

#### **HQ G-2-0003 CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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#### **IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:  
Phone Number: (301)744-

Payments/Invoicing:  
Phone Number: (301)744-

Technical Representative:  
Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer  
\_\_\_\_\_ at (301) 744- .

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS MAY 1993

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply

### NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ESTIMATED	ALLOTED TO FEE PERIOD OF PERFORMANCE
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- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

- (c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

#### **IHD 114 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)**

- (a) The COR for this contract is:

**Name:** Joe McClure  
**Mailing Address:** Naval Surface Warfare Center, IH DIV  
**Code:** 655M **Telephone No.:** 301-744-4628 x276

- (b) The COR ALTERNATE for this contract is:

Name:  
Mailing Address:  
Code: Telephone No.:

- (c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and

quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or task order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a task order, until the ordering officer has issued a modification to the task order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

**IHD 1 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD  
(JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name Phone E-mail Address (optional)

**SECTION I - CONTRACT CLAUSES**

<b>252.201-7000</b>	<b>Contracting Officers Representative.</b>	<b>DEC 1991</b>
<b>52.202-1</b>	<b>Definitions.</b>	<b>DEC 2001</b>
<b>52.203-3</b>	<b>Gratuities.</b>	<b>APR 1984</b>
<b>52.203-5</b>	<b>Covenant Against Contingent Fees.</b>	<b>APR 1984</b>
<b>52.203-6</b>	<b>Restrictions on Subcontractor Sales to the Government.</b>	<b>JUL 1995</b>
<b>52.203-7</b>	<b>Anti-Kickback Procedures.</b>	<b>JAN 1997</b>
<b>52.203-8</b>	<b>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.</b>	<b>JAN 1997</b>
<b>52.203-10</b>	<b>Price or Fee Adjustment for Illegal or Improper Activity.</b>	<b>JAN 1997</b>
<b>52.203-12</b>	<b>Limitation on Payments to Influence Certain Federal Transactions.</b>	<b>JUN 1997</b>
<b>52.204-2</b>	<b>Security Requirements.</b>	<b>AUG 1996</b>
<b>52.204-4</b>	<b>Printing/Copying Double-Sided on Recycled Paper.</b>	<b>Aug 2000</b>
<b>252.203-7001</b>	<b>Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies</b>	<b>MAR 1999</b>
<b>252.203-7002</b>	<b>Display of DOD Hotline Poster</b>	<b>DEC 1991</b>
<b>252.204-7000</b>	<b>Disclosure of Information.</b>	<b>DEC 1991</b>
<b>252.204-7002</b>	<b>Payment for Subline Items Not Separately Priced.</b>	<b>DEC 1991</b>
<b>252.204-7003</b>	<b>Control of Government Personnel Work Product.</b>	<b>APR 1992</b>
<b>252.204-7004</b>	<b>Required Central Contractor Registration.</b>	<b>NOV 2001</b>
<b>252.205-7000</b>	<b>Provision of Information to Cooperative Agreement Holders.</b>	<b>DEC 1991</b>
<b>52.208-9</b>	<b>Contractor use of mandatory sources of supply</b>	<b>FEB 2002</b>
<b>52.209-6</b>	<b>Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.</b>	<b>JUL 1995</b>
<b>252.209-7000</b>	<b>Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.</b>	<b>NOV 1995</b>
<b>252.209-7001</b>	<b>Disclosure of Ownership or Control by the Government of a Terrorist Country.</b>	<b>MAR 1998</b>
<b>252.209-7004</b>	<b>Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country</b>	<b>MAR 1998</b>
<b>52.211-15</b>	<b>Defense Priority and Allocation Requirements.</b>	<b>SEP 1990</b>
<b>52.215-2</b>	<b>Audit and Records - Negotiation.</b>	<b>JUN 1999</b>
<b>52.215-8</b>	<b>Order of Precedence - Uniform Contract Format.</b>	<b>OCT 1997</b>
<b>52.215-11</b>	<b>Price Reduction For Defective Cost or Pricing Data</b>	<b>OCT 1997</b>
<b>52.215-13</b>	<b>Subcontractor Cost or Pricing Data-Modifications</b>	<b>OCT 1995</b>
<b>52.215-14</b>	<b>Integrity of Unit Prices</b>	<b>OCT 1997</b>
<b>52.215-21</b>	<b>Requirements for Cost or Pricing Data or Information</b>	



	<b>Other than Cost or Pricing Data- Modifications</b>	<b>OCT 1997</b>
<b>52.216-7</b>	<b>Allowable Cost and Payment.</b>	<b>MAR 2000</b>
<b>52.216-8</b>	<b>Fixed Fee.</b>	<b>MAR 1997</b>

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **365 days after the effective date of the contract or within 365 days after exercising a previous option**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not **exceed 60 months**.

<b>52.219-4</b>	<b>Notice of Price Evaluation Preference for Hubzone Small Business Concerns</b>	<b>JAN 1999</b>
<b>52.219-8</b>	<b>Utilization of Small Business Concerns.</b>	<b>OCT 2000</b>
<b>52.219-9</b>	<b>SMALL BUSINESS SUBCONTRACTING PLAN</b>	<b>JAN 2002</b>
<b>52.219-16</b>	<b>LIQUATED DAMAGES-SUBCONTRACTING PLAN</b>	<b>JAN 1999</b>
<b>252.219-7003</b>	<b>SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN</b>	<b>APR 1996</b>
<b>52.222-2</b>	<b>PAYMENT OR OVERTIME PREMIUMS.</b>	<b>JUL 1990</b>
<b>52.222-3</b>	<b>Convict Labor</b>	<b>AUG 1996</b>
<b>52.222-4</b>	<b>Contract Work Hours and Safety Standards Act- Overtime Compensation</b>	<b>SEP 2000</b>
<b>52.222-21</b>	<b>Prohibition of Separated Facilities</b>	<b>FEB 1999</b>
<b>52.222-26</b>	<b>Equal Opportunity</b>	<b>APR 2002</b>
<b>52.222-35</b>	<b>Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.</b>	<b>DEC 2001</b>
<b>52.222-36</b>	<b>Affirmative Action for Workers with Disabilities</b>	<b>JUN 1998</b>
<b>52.222-37</b>	<b>Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans</b>	<b>DEC 2001</b>
<b>52.222-41</b>	<b>Service Contract Act of 1965, as Amended.</b>	<b>MAY 1989</b>
<b>52.222-47</b>	<b>Service Contract Act (SCA), Minimum Wages and And Fringe Benefits</b>	<b>MAY 1989</b>
<b>52.223-5</b>	<b>Pollution Prevention and Right-to-Know Information.</b>	<b>APR 1998</b>
<b>52.223-6</b>	<b>Drug-Free Workplace.</b>	<b>MAY 2001</b>
<b>52.225-13</b>	<b>Restrictions of Certain Foreign Purchases</b>	<b>JUN 2003</b>
<b>252.223-7004</b>	<b>Drug-Free Work Force.</b>	<b>SEP 1988</b>
<b>252.223-7006</b>	<b>Prohibition on storage and disposal of toxic and hazardous materials.</b>	<b>APR 1993</b>
<b>252.225-7012</b>	<b>Preference for Certain Domestic Commodities.</b>	<b>FEB 2003</b>
<b>252.225-7031</b>	<b>Secondary Arab Boycott of Israel</b>	<b>JUN 1992</b>
<b>52.226-1</b>	<b>Utilization Of Indian Organizations And Indian-Owned Economic Enterprises</b>	<b>JUN 2000</b>
<b>52.227-1</b>	<b>Authorization and Consent.</b>	<b>JUL 1995</b>
<b>52.227-2</b>	<b>Notice and Assistance Regarding Patent and Copyright Infringement.</b>	<b>AUG 1996</b>
<b>52.227-11</b>	<b>Patent Rights-Retention by the Contractor</b>	<b>JUN 1997</b>
<b>252.227-7013</b>	<b>Rights in Technical Data-- Noncommercial Items.</b>	<b>NOV 1995</b>

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in bid or proposal information.	JUN 1995
252.227-7019	Validation of Asserted Restrictions Computer Software.	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends.	JUN 1995
252.227-7030	Technical Data - Withholding of Payment.	MAR 2000
252.227-7034	Patents-Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity.	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data.	SEP 1999
252.227-7039	Patents—Reporting of Subject Inventions	APR 1990
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	Feb 2002
52.232-33	Payment by Electronic Funds Transfer Central Contractor Registration	MAY 1999
252.232-7003	Electronic Submission of Payment Request	MAR 2003
52.233-1	Disputes.	JUL 2002
52.233-1	Disputes. (OCT 1995) -- Alternate I	JUL 2002
52.233-3	Protest after Award.	AUG 1996
	-- ALTERNATE I	JUN 1985
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	JAN 1991
52.237-3	Continuity of Services.	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. ALT I	AUG 1987
52.243-7	Notification of Changes	APR 1984
252.243-7002	Requests for Equitable Adjustments	MAR 1998
52.244-6	Subcontracts for Commercial Items	APR 2003

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

#### **SEE SECTION J**

(End of clause)

#### **52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)**

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

<b>52.244-5</b>	<b>COMPETITION IN SUBCONTRACTING</b>	<b>DEC 1996</b>
<b>52.245-5</b>	<b>Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).</b>	<b>JUN 2003</b>
<b>252.245-7001</b>	<b>Reports of Government Property.</b>	<b>MAY 1994</b>
<b>52.246-24</b>	<b>Limitation of Liability</b>	<b>FEB 1997</b>
<b>52.246-25</b>	<b>Limitation of Liability--Services.</b>	<b>FEB 1997</b>
<b>52.247-63</b>	<b>Preference for U.S. Flag Air Carriers.</b>	<b>JAN 1997</b>
<b>252.246-7000</b>	<b>Material Inspection and Receiving Report</b>	<b>MAR 2003</b>
<b>252.246-7001</b>	<b>Warranty of Data.</b>	<b>DEC 1991</b>
<b>252.247-7023</b>	<b>Transportation of Supplies by Sea.</b>	<b>MAY 2002</b>
<b>252.247-7024</b>	<b>Notification of Transportation of Supplies by Sea.</b>	<b>MAR 2000</b>
<b>52.248-1</b>	<b>Value Engineering.</b>	<b>MAR 1989</b>
<b>52.249-6</b>	<b>Termination (Cost-Reimbursement).</b>	<b>SEP 1996</b>
<b>52.249-14</b>	<b>Excusable Delays.</b>	<b>APR 1984</b>
<b>52.251-1</b>	<b>Government Supply Sources</b>	<b>APR 1984</b>
<b>52.253-1</b>	<b>Computer Generated Forms.</b>	<b>JAN 1991</b>

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)**

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address  
(End of clause)

**SECTION J - LIST OF ATTACHMENTS**

**ATTACHMENT (1) Personnel Matrix**

**ATTACHMENT (2) Past Performance Matrix**

**ATTACHMENT (3) Performance Questionnaire**

**ATTACHMENT (4) Performance Based Redetermination Fee Incentive Plan**

**ATTACHMENT (5) Performance Requirement Summary Table**

**ATTACHMENT (6) Wage Determination**

**ATTACHMENT (7) Contract Administration Plan**

**ATTACHMENT (8) Example Excel Spread Sheet (THIS IS AT THE END OF THE SOLICITATION)**

**ATTACHMENT (9) DD 254's (THIS WILL BE MAILED ON REQUEST)**

**Personnel Resource Matrix**

Name	Labor Category	Degree			Years of Experience	Years of Specialized Experience	Company Currently employed with	Letter of Intent X = yes	Employee Experience Relative to SOW					
									X = yes			Blank = no		
		B	M	D					Sec. 2.1	Sec. 2.2	Sec. 2.3	Sec. 2.4	Sec. 2.5	Sec. 2.6
Ex. Jane Doe	Program Manager		X		22	17	JD Inc.		X		X			

This Staffing Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

**(Attachment 1)**

**Past Performance Matrix**

<b>References</b>	<b>\$ Value of Contract</b>	<b>Work Description</b>	<b>Contract Completed on Time YES / NO</b>	<b>Contract Completed at Proposed Cost YES / NO (if no % of overrun)</b>	<b>Provide Explanation for NO answers</b>

References column should include government activity/ company name, address, POC and telephone number.

**Attachment (2)**

# PAST PERFORMANCE QUESTIONNAIRE

FOR SOLICITATION NUMBER N00174-04-R-0027

Offeror's Name: \_\_\_\_\_

\*\*\*\*\*

Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_  
\_\_\_\_\_

Length of time your agency/activity has been involved with the Offeror: \_\_\_\_\_

SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY 07 May 2004

TO:

Naval Surface Warfare Center  
101 Strauss Avenue, Bldg. 1558  
Indian Head, MD 20640-5035  
Attn: Kay Proctor, [Contract Specialist, Code 1141W](#)  
e-mail address: [proctorkv@ih.navy.mil](mailto:proctorkv@ih.navy.mil)

\*\*\*\*\*

## RATING SCALE

Please use the following ratings to answer the questions.

## EVALUATION CRITERIA

**Excellent** - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.

**Average** - The Offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the Offeror again.

**Poor** - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.

**Neutral** – Offerors lacking relevant past performance history will receive a neutral rating for past performance.

Attachment (3)



	EXCELLENT	GOOD	AVERAGE	POOR	NEUTRAL

## CUSTOMER SATISFACTION

The referenced contractor was responsive to the customer's needs.

The contractor's personnel were qualified to meet the requirements.

The contractor's ability to accurately estimate cost.

## TIMELINESS

The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.

## TECHNICAL SUCCESS

The contractor had a clear understanding of the tasks detailed in the SOW and/or delivery orders.

The contractor's ability to complete tasks correctly the first time.

The contractor's ability to resolve problems.

## PROGRAM MANAGEMENT

Did the contractor successfully manage its subcontractors?

Was the contractor's management effective in controlling cost, schedule and performance requirements?

## QUALITY

The contractor's quality and reliability of services delivered.

**PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:**

1. Would you recommend this contractor for similar Government contracts? Please explain:
2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

### **Performance Based Redetermination Fee Incentive Plan**

1. **Introduction:** This incentive plan provides the basis for evaluation of the contractor's overall performance under a contract resulting from Solicitation N00174-04-R-0027 and for determining if the fee rate on this contract should be reduced due to "Unsatisfactory" performance.
2. **Performance Ratings:** The Government will evaluate the contractor's overall performance of the Statement of Work, and assign one of the following ratings:
  - Excellent
  - Very Good
  - Satisfactory
  - Unsatisfactory

The standards associated with these ratings are given in Table 1.

<b>Overall Performance Rating</b>	<b>Standard</b>
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the TDO to exceed "Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

**. Table 1: Overall Performance Ratings**

3. **Incentive Objectives:** The purpose of including a performance based redetermination fee incentive in this contract is to ensure that the Government receives at least "Satisfactory" overall performance.
  4. **Performance Evaluation Criteria:** The contractor's overall performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this document.
  5. **Organization.** The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Incentive Determining Official (IDO), and the Performance Evaluation Board (PEB).
- (a) **Procuring Contracting Officer (PCO)/Incentive Determining Official (IDO):** The PCO is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file and as IDO is responsible for making incentive determinations.

**ATTACHMENT (4)**

(b) Performance Evaluation Board (PEB): The PEB is responsible for reviewing contractor performance and making recommendations to the IDO concerning evaluation ratings. PEB members will be selected by the IDO and will generally consist of the following individuals:

- Chairperson
- COR (may be the Chairperson as well)
- Contracting Office representative (usually the Contract Negotiator) Technical Program Manager (may be the Chairperson as well)

Chairperson: The Chairperson is responsible for obtaining the information needed to evaluate contractor performance. The Chairperson is responsible for conducting the PEB meetings, and for properly evaluating and documenting contractor performance during the evaluation period. Additionally, the Chairperson is responsible for submitting the PEB Evaluation Report to the IDO.

COR The COR coordinates the performance monitoring efforts of the PCO and maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports in conjunction with the PEB.

Contract Negotiator: The Contract Negotiator is the liaison between contractor and Government personnel for contractual matters. The Contract Negotiator serves as the PEB Recorder and provides additional support to the PEB as requested by the Chairperson.

Technical Program Manager: In conjunction with the COR, provides ongoing performance monitoring, evaluates task performance based on the PRS, (Attachment 5) and assists the PCO/IDO and PEB in preparation of annual evaluation reports.

6. Evaluation Schedule: Each performance evaluation period will be 12 months in length. Following each evaluation period, the PCO/IDO (or Contract Negotiator if so designated by the PCO) and the COR will hold a meeting with the contractor's Senior Technical Representative to review performance including overall trends, specific problem areas, if any, and their resolution. Other government and contractor personnel may also participate as deemed appropriate.
7. Contractor's Self-Evaluation: The contractor may submit a self-evaluation for consideration during the evaluation process. To be considered, the report must be submitted to the PCO no later than the end of the eleventh month of the evaluation period. The report must include an overall performance rating and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

Incentive Determination: The IDO will make an incentive determination at the end of each evaluation period. The determination will be based upon the Performance Evaluation Board's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the IDO. The IDO's decision is unilateral and final.

**ATTACHMENT (4)**

<b>CRITERION</b>	<b>UNSATISFACTORY</b>	<b>SATISFACTORY</b>	<b>EXCELLENT</b>
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current. .
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Attachment (5).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Attachment (5).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Attachment (5).
Problem Resolution	Problem(s) was never resolved or took repeated government efforts to resolve.	Problem(s) was/were resolved quickly with minimal government involvement.	Either no problem(s) occurred or the contractor took corrective action without government involvement.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer Expectations	Meets customer expectations.	Exceeds customer expectations.

Table 2: Task Performance Evaluation Criteria and Standards

<b>CRITERION</b>	<b>UNSATISFACTORY</b>	<b>SATISFACTORY</b>	<b>EXCELLENT</b>
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates government concerns.

Table 3: Contract Management Performance Evaluation Criteria and Standards

**ATTACHMENT (4)**

<b>CRITERION</b>	<b>UNSATISFACTORY</b>	<b>SATISFACTORY</b>	<b>EXCELLENT</b>
Cost Management	Contractor routinely fails to meet negotiated level of effort and materials ordered.	Contractor routinely meets negotiated level of effort and materials ordered. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis in recommendations to Government. for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

**Table 4: Cost Efficiency Performance Evaluation Criteria and Standards**  
**ATTACHMENT (4)**

**DARPA/SPO****Performance Requirements Summary Table ATTACHMENT (5)**

<b>Task Reference</b>	<b>Performance Objective</b>	<b>Performance Expectation</b>	<b>Method of Assessment</b>
<b>2.1 Program Planning and Execution Support</b>	Comprehensively and efficiently provides program planning and execution support to the DARPA Special Projects Office (SPO), which includes preparation of technical documentation/reports that must be accurate and reflect applicable requirements.	<p>a) Error-free, timely initiation, execution, coordination, completion of program planning and execution support to include presentation support, comprehensive archive and data management, ARPA Order (AO) support, Small Business Innovative Research (SBIR) support, financial business management support, and general administrative support.</p> <p>b) Error-free, timely execution and processing of administrative support for procurement process within SPO relating to proposals and white papers received.</p> <p>c) Error-free, timely execution and processing of Broad Agency Announcement (BAA).</p>	<p>a) Government oversight/evaluation/timeliness of records and Contractor-provided performance data.</p> <p>b) Government oversight/evaluation/timeliness of records and Contractor-provided performance data.</p> <p>c) Government oversight/evaluation/timeliness of records and Contractor-provided performance data.</p>

<b>2.2 Program Process Support</b>	<p>Comprehensively and efficiently provides DARPA with program process support which, includes administrative support of programs selected for funding.</p>	<p>a) Error-free, timely initiation, execution, coordination, and completion of administrative support of programs selected for funding which includes assisting with preparation of procurement documentation, tracking of program funds and status, updating program plans, creating and maintaining archival documentation files for each program, and preparing presentation materials and information.</p>	<p>a) Government oversight/evaluation/timeliness of records and Contractor-provided performance data.</p>
<b>2.3 Custom Business Application Development and Data Base Support</b>	<p>Comprehensively and efficiently provides DARPA with custom business application development and data base support.</p>	<p>a) Error-free, timely execution and processing of electronic processing of SPO information to include website management in accordance with DARPA Instruction No. 54. Error-free and timely execution of SPO data base management support relative to financial data and current and prior year project summaries databases and historical BAA data. Quality analysis and implementation of SPO advanced technology business processes.</p>	<p>a) Government review and oversight of databases and web sites for accuracy/currency and Contractor provided performance data.</p>
<b>2.4 Technology Assessment</b>	<p>Quality technology assessments performed in a comprehensive and efficient manner by collecting and analyzing information related to SPO programs.</p>	<p>a) Accurate, comprehensive, and timely execution of technology assessments to include conducting detail market analysis to identify commercial investments in technology, setting up panels of industry experts, assessing technology assimilation rates, assessing commercial industry research needs, and identifying industry trends/scenarios.</p>	<p>a) Government oversight/evaluation of records and Contractor-provided performance data.</p>

<p><b>2.5</b> <b>Analytical and Programmatic Support</b></p>	<p>Comprehensively and efficiently provides analytical and programmatic support to DARPA</p>	<p>a) Studies and analyses are conducted in a thorough and timely manner.</p> <p>b) Analysis of directives and instructions are performed in a thorough and timely manner and in accordance with Government standards, policies, and safeguards, and controls.</p> <p>c) Analysis and responses to scientific, technical, administrative, and security areas identified by SPO are done in a thorough and timely manner.</p> <p>d) Requirements analysis for new or expanded programs, new technologies, etc. are done in a thorough and timely manner.</p> <p>e) Realignment planning support is done in a thorough and timely manner.</p> <p>f) Needs assessment planning is done in a thorough and timely manner.</p>	<p>a) Government oversight/evaluation of records and Contractor-provided performance data.</p> <p>b) Government oversight/evaluation of records and Contractor-provided performance data.</p> <p>c) Government oversight/evaluation of records and Contractor-provided performance data.</p> <p>d) Government oversight/evaluation of records and Contractor-provided performance data.</p> <p>e) Government oversight/evaluation of records and Contractor-provided performance data.</p> <p>f) Government oversight/evaluation of records and Contractor-provided performance data.</p>
<p><b>2.6</b> <b>Conference Planning and Meetings</b></p>	<p>Comprehensive and efficient conference planning and meeting support is provided to DARPA.</p>	<p>a) Planning for meetings and conferences to support various research and management activities within SPO are done in a thorough and timely manner.</p>	<p>a) Government oversight/evaluation/timeliness of records and Contractor provided performance data.</p>



WAGE DETERMINATION NO: 94-2103 REV (24) AREA: DC,DISTRICT-WIDE

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

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WASHINGTON D.C. 20210

Wage Determination No.: 1994-2103

William W.Gross Division of | Revision No.: 24

Director Wage Determinations| Date Of Last Revision: 05/31/2001

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George,

Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.63
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	10.62
General Clerk II	12.47
General Clerk III	13.93
General Clerk IV	17.04
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	13.40
Order Clerk II	14.81
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.03
Rental Clerk	14.02
Scheduler, Maintenance	14.02

Secretary I	14.02
Secretary II	15.35
Secretary III	17.82
Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	12.76
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.63
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	10.57
Travel Clerk II	11.35
Travel Clerk III	12.19
Word Processor I	10.96
Word Processor II	13.21
Word Processor III	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	11.34
Computer Operator I	12.18
Computer Operator II	14.35
Computer Operator III	17.03
Computer Operator IV	17.34
Computer Operator V	21.01
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.54
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.21
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.10
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87

Dishwasher	8.60
Food Service Worker	9.01
Meat Cutter	15.30
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.44
Elevator Operator	9.15
Gardener	12.98
House Keeping Aid I	8.79
House Keeping Aid II	9.04
Janitor	9.01
Laborer, Grounds Maintenance	10.19
Maid or Houseman	8.71
Pest Controller	11.85
Refuse Collector	9.89
Tractor Operator	12.73
Window Cleaner	9.82
Health Occupations	
Dental Assistant	13.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	11.76
Medical Laboratory Technician	12.66
Medical Record Clerk	12.56
Medical Record Technician	13.15
Nursing Assistant I	7.69
Nursing Assistant II	8.65
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	20.49
Registered Nurse II	22.80
Registered Nurse II, Specialist	22.80
Registered Nurse III	29.44
Registered Nurse III, Anesthetist	29.44
Registered Nurse IV	35.28
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.38
Exhibits Specialist II	20.48
Exhibits Specialist III	25.21
Illustrator I	16.21
Illustrator II	20.27
Illustrator III	24.95

Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.97
Counter Attendant	7.97
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.97
Presser, Hand	7.97
Presser, Machine, Drycleaning	7.97
Presser, Machine, Shirts	7.97
Presser, Machine, Wearing Apparel, Laundry	7.97
Sewing Machine Operator	9.66
Tailor	11.67
Washer, Machine	8.74
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	17.62
Material Coordinator	16.82
Material Expediter	16.82
Material Handling Laborer	10.45
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.32
Store Worker I	8.71
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	21.14
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94

Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.13
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.92
Carnival Equipment Operator	11.11
Carnival Equipment Repair	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.23
Mortician	21.63
Park Attendant (Aide)	11.59
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	12.78
Sales Clerk	9.13
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	10.22
Survey Party Chief (Chief of Party)	13.56
Surveying Aide	8.43
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.89
Swimming Pool Operator	12.01
Vending Machine Attendant	9.79
Vending Machine Repairer	12.04
Vending Machine Repairer Helper	9.79
Personal Needs Occupations	

Child Care Attendant	10.34
Child Care Center Clerk	14.42
Chore Aid	7.93
Homemaker	14.95
Plant and System Operation Occupations	
Boiler Tender	19.65
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	14.07
Corrections Officer	17.69
Court Security Officer	18.29
Detention Officer	18.29
Firefighter	18.84
Guard I	9.23
Guard II	12.16
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.64
Air Traffic Control Specialist, Station (2)	19.06
Air Traffic Control Specialist, Terminal (2)	20.99
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	14.49
Engineering Technician II	16.82
Engineering Technician III	20.22
Engineering Technician IV	23.20
Engineering Technician V	28.37
Engineering Technician VI	34.33
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	21.91
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07

Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	22.89
Unexploded (UXO) Safety Escort	17.56
Unexploded (UXO) Sweep Personnel	17.56
Unexploded Ordnance (UXO) Technician I	17.56
Unexploded Ordnance (UXO) Technician II	21.25
Unexploded Ordnance (UXO) Technician III	25.47
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62
Weather Observer, Upper Air (3)	15.13
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.72
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will

accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444  
(SF 1444)}

Conformance Process:



**ATTACHMENT (6)**

## FOR COST REIMBURSEMENT COMPLETION TYPE CONTRACT

CONTRACT ADMINISTRATION PLAN  
CONTRACT NO. N00174-

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, or data.
  - b. Freedom of Information inquiries
  - c. Change/question/information regarding the scope, terms or conditions of the basic contract document.
  - d. Arranging the post award conference
  - e. Monitoring of COR
  - f. Meeting at annually with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending upon the circumstance.

Other \_\_\_\_\_  
\_\_\_\_\_

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.  
\_\_\_\_\_  
\_\_\_\_\_

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

4. PAYING OFFICE is responsible for payment of approved provisional invoices (public vouchers), and for final payment.

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications of the statement of work.
- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor).
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the progress made to date and that the charges appear proper. If the COTR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter

to DFAS (with a copy to the PCO) so they can include these areas in their final audit.

- e. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. Meeting annually with the PCO to review contract performance.  
This may be satisfied telephonically, depending on the circumstance.
- h. If the contract is incrementally funded, the COR shall provide funding as necessary to assure required continuity of service.
- i. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restrictions and Safeguards" NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and COR Appointment Letter.
- j. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost effectiveness, quality and timeliness of the contractor.
- k. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- l. Contract Performance Assessment System (CPARS).

( ) This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.

( ) CPARS does NOT apply to this contract.

Other: \_\_\_\_\_  
\_\_\_\_\_

#### NAMES/ADDRESSES/TELEPHONE NUMBERS OF COGNIZANT INDIVIDUAL/OFFICE

COR	<b>Joe McClure</b>	<b>655M</b>	<b>(301) 744-4628 x276</b>
	NAME	CODE	TELEPHONE

PCO (refer to Contracting Officer who signed contract documents)

CODE	TELEPHONE
------	-----------

DCAA (refer to invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of the contract document)

CAO (refer to page one of the contract document)

**(Attachment 7)**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991**

**52.222-38 Compliance with Veteran's Employment Reporting Requirements DEC 2001**

**52.204-3 Taxpayer Identification. (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C 7701 (c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### **52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### **52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

**252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)**

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
---	--

#### **52.215-6 Place of Performance. (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE OFFEROR OR RESPONDENT)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN
---	---


#### **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)**



(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.

(2) The small business size standard is **\$23 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)**

The offeror represents that -

(a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 Affirmative Action Compliance. (APR 1984)**

The offeror represents that -

(a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

-----  
 -----  
 -----

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

**252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS****52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. DEC 1996****252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

<b>52.215-1</b>	<b>Instructions To Offerors—Competitive Acquisition</b>	<b>MAY 2001</b>
<b>52.215-16</b>	<b>Facilities Capital Cost of Money</b>	<b>OCT 1997</b>

**52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a **COST PLUS FIXED FEE, COMPLETION SERVICE TYPE WITH A PERFORMANCE BASED REDETERMINATION FEE INCENTIVE PLAN** contract resulting from this solicitation.

<b>52.222-24</b>	<b>Preaward On-Site Equal Opportunity Compliance Evaluation</b>	<b>FEB 1999</b>
<b>52.222-46</b>	<b>EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES.</b>	<b>FEB 1993</b>

**252.227-7017 Identification and assertion of use, release, or disclosure restrictions. JUN 1995**

**52.233-2 Service of Protest. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**SUPPLY DEPARTMENT  
PENNY S. KENNEDY CODE 1141  
NAVAL SURFACE WARFARE CENTER, INDIAN HEAD DIVISION  
INDIAN HEAD MD 20640-5035**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

**[www.arnet.gov/far/](http://www.arnet.gov/far/)**

#### **HQ L-2-0004 - MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)**

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.
- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
- (6) Identification of proposed subcontractors, if known, and their location and size status.
- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.



- (8) Any other information the Contracting Officer requires in order to evaluate the program.

**HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

**HQ L-2-0010 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

**IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)****THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

**GENERAL INFORMATION:** Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions. Therefore, the Government encourages Offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions. This procurement is being conducted on a best value basis utilizing the tradeoff process.

The Offeror shall submit the following information. Failure to do so will render an offer ineligible for award.

**Volume I (2 copies):**

- Completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B and acceptance via signature of all amendments. In response to Clause HQL2-0005 paragraph (e), in Section L, if the Offeror determines that a potential organizational conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to the solicitation.
- Section K completed by the Offeror
- Past Performance information

**Volume II (4 copies):**

- Technical proposal

**Volume III (2 copies and one disk):**

- Cost/price proposal

**Volume IV (2 copies):**

- Small Business Subcontracting Plan (Applies to Large Businesses Only)

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:** (Listed in order of importance) Information shall be submitted as detailed below.

**TECHNICAL PROPOSAL**

1. Program Plan
2. Experience
3. Personnel

**PAST PERFORMANCE INFORMATION (Prime Only)**

Past Performance

As Set Forth Herein

**NOTE:** Past Performance is equal in value to factors 1 through 3 combined of the technical proposal.

**COST/PRICE PROPOSAL**

Cost/Price

Not Scored

**SMALL BUSINESS SUBCONTRACTING PLAN (If Applicable)**

**TECHNICAL PROPOSAL-** Shall address Factors as detailed below, which are listed in descending order of importance. Not to exceed 50 single sided pages, not less than 10 pitch (Times New Roman or similar). The Technical Proposal shall not contain any hyperlinks or other electronically imbedded links or cost/price information.

## **1.0 Program Plan**

The Offeror shall provide a comprehensive Program Plan. This plan shall be used in managing the project, to include supervision and communication with Offeror personnel who are working on shifts that are after normal DARPA working hours, and methods and processes that will be used for assigning tasks and tracking their progress towards completion. The plan shall specifically address, how the Offeror will identify, prioritize, plan, and schedule operational activities, how the Offeror resources will be used to accomplish the activities. In regards to the planning activities, the Offeror shall be required to conduct short-term and long-term (projections of five years or longer) planning efforts that address all facets of the work effort and staffing and budget levels. The Offeror shall demonstrate how the Offeror will evaluate the performance of Offeror personnel, and how the Offeror shall interface and coordinate with the DARPA SPO staff and other DARPA organizations. The Offeror shall describe the methods and processes that will be used to assure accurate and timely reporting of real or potential incidents or problems and to recommend proposed corrective actions and shall describe controls and procedures that will be used to keep overtime at a minimum. The Offeror shall describe the methods and processes that will be used to fill positions during vacations and other absences (the methods and processes used must assure that the ability to perform all required functions is not impaired). The comprehensive Program Plan shall also specifically address the following, which are of equal importance:

### **a. Risks Associated with Contract Performance**

The Offeror shall identify any risks associated with the assumption of and the performance on the contract, to include how, if there are risks, how they will mitigate them and how they will reduce the contract transition time and the cost, turbulence, and any risk that may be associated with the contract transition (if applicable).

### **b. Measurement of Provided Services**

The Offeror shall describe the methods, processes, and metrics that will be used to measure and report performance, work effort and resource utilization and resource needs, measure efficiency and effectiveness, identify anomalies and duplication of effort, and to track success or signal improvement needs in all functional areas (e.g. cost, cycle time, timeliness, quality, etc.). The methods and processes shall address standards that can be translated to realistic and challenging goals and objectives that can be articulated and measured. Time phased graphics shall be provided to support measurements and planning activities and to depict milestones, significant events, and statistical data.

### **c. Contract Transition**

The Offeror shall describe the methods and processes that will be used to transition responsibility and performance from the incumbent contractor to the new contractor (if applicable). The methods shall address the seamless transition of functions, administration and records, and property, and the accomplishment of necessary training and familiarization during the transition to assume all functions and responsibilities.

### **d. Staffing Plan**

The Offeror shall provide a staffing plan that graphically depicts the Offeror's organization and reporting relationships and details the number of personnel that will be provided to accomplish the tasks stated and implied by this statement of work. The Offeror shall establish a training program for their personnel to assure that they are provided the information, knowledge and skills needed to accomplish their assigned functions. Training shall be provided for each functional position/area. An initial orientation shall be provided for all new employees prior to their assuming work on the contract. Appropriate written materials shall be provided to the employee, to include necessary work telephone numbers, and a tour of the DARPA.

### **e. Corporate Support**

The Offeror shall describe the relationship and support between the Project and the company and describe what corporate support will be provided to the Project and how it will be provided.

## 2.0 Experience

Using the requirements of the Performance Work Statement (PWS), provide a description of the support services (i.e., scientific, engineering, technical, and assistance support (SETA) that your company has done within the past five (5) years. Specifically address your experience with the following areas, which are of equal importance:

1. Experience in program planning and execution support as defined in PWS paragraph 2.1
2. Experience in program process support as defined in PWS paragraph 2.2
3. Experience in custom business application development and data base support as defined in PWS paragraph 2.3
4. Experience in technology assessments as defined in PWS paragraph 2.4
5. Experience in analytical and programmatic support as defined in PWS paragraph 2.5
6. Experience in conference planning and meeting support as defined in PWS paragraph 2.6

## 3.0 Personnel

The Offeror shall have two options from which to choose to submit their personnel information for accomplishing the performance requirements as prescribed in the PWS. The Offeror must select one option and follow the instructions as required under the applicable option. Option 1 uses Government-suggested personnel labor categories and qualifications, as provided in Section C of the solicitation. Option 2 allows the Offeror to propose the type of personnel labor categories and individuals that they deem to be most suitable for accomplishing the performance requirements as prescribed in the PWS.

The Government will give greater weight to evaluating key personnel versus non-key personnel.

The Government will give greater weight to key personnel who are currently employed with the prime versus key personnel who are proposed under a letter of intent.

1. The greatest weight shall be given when a majority of the key personnel are currently employed with the prime contractor.
2. Greater weight shall be given when a majority of the key personnel are currently employed with proposed subcontractors.
3. Lesser weight shall be given when a majority of the key personnel are currently proposed under letters of intent.

### **Option 1 Instructions:**

The Offeror shall demonstrate to what extent ALL of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP. The Offeror shall provide as a Personnel Summary the information listed below in paragraph form (not to exceed a ½ page) for each individual proposed under this contract.

- (a) Name;
- (b) Labor Category;
- (c) Level of Security Clearance;
- (d) Years of applicable experience, certifications and/or licenses;
- (e) Experience history of applicable experience only as it relates to PWS work area to be assigned. Include name of company, period of time of experience, description of duties, level of responsibility, and title;
- (f) Other experience as the company may wish to present to show the work ethic qualities and potential of the candidate. The same information as for experience history shall be indicated;

- (g) Indicate if the individual is a current employee of your firm, currently employed by a proposed subcontractor, or proposed under a letter of intent; and
- (h) Name and phone number of a supervisor (most recent employer) that can be surveyed about type and quality of applicable experience as it relates to PWS work area to be assigned.

In addition to the information required above for the Personnel Summary, provide a brief description of how the proposed **key** personnel have worked together in the past, what projects the key personnel have been successful on and why they are expected to be successful performing the requirements of this PWS.

### **Option 2 Instructions:**

If the Offeror chooses not to use the Government suggested personnel information provided in Section C, the Offeror shall provide a concise alternative position description for each position that describes the minimum personnel performance qualifications for accomplishment of the assigned PWS area. The qualifications shall be representative of the PWS work area to be assigned (rather than typical general or generic company position descriptions) to allow the Government to assess risk associated with the Offeror's ability to provide qualified personnel to accomplish the performance requirements. The Offeror shall identify each labor category as a key or non-key labor category. The Offeror must provide an adequate skill mix to equal the Government's Total Estimated Not To Exceed Direct Labor Hours as listed in Section L. The Offeror has the flexibility to allocate hours within their proposed labor categories, but the total hours must equal the Government's Estimated Not To Exceed Direct Labor Hours Total as listed in Section L.

The Offeror shall provide as a Personnel Summary the information listed below in paragraph form (not to exceed a ½ page) for each individual proposed under this contract.

- a) Name;
- b) Labor Category;
- c) Level of Security Clearance;
- d) Years of applicable experience, certifications and/or licenses;
- e) Experience history of applicable experience only as it relates to PWS work area to be assigned. Include name of company, period of time of experience, description of duties, level of responsibility, and title;
- f) Other experience as the company may wish to present to show the work ethic qualities and potential of the candidate. The same information as for experience history shall be indicated;
- g) Indicate if the individual is a current employee of your firm, currently employed by a proposed subcontractor, or proposed under a letter of intent; and
- h) Name and phone number of a supervisor (most recent employer) that can be surveyed about type and quality of applicable experience as it relates to PWS work area to be assigned.

In addition to the information required above for the Personnel Summary, provide a brief description of how the proposed **key** personnel have worked together in the past, what projects the key personnel have been successful on and why they are expected to be successful performing the requirements of this PWS.

### **PAST PERFORMANCE (Prime Only)**

Past Performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, local laws and regulations. The Offeror shall provide a list of references using the *Past Performance Matrix, (Attachment 2)*, who will be able to provide information regarding the Offerors past performance during the past three (3) years regarding; (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and quality.

The Offeror will submit the *Past Performance Questionnaire (Attachment 3)* to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The Offeror shall instruct the references to complete Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center  
101 Strauss Ave, Bldg. 1558  
Indian Head, MD 20640-5035  
Attn: Kay Proctor, Code 1141W

The Offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit Past Performance Questionnaire to the contract specialist by the Closing Date of the Solicitation may result in inability of the Government to rank the Offerors past performance.

NOTE: PAST PERFORMANCE INFORMATIONAL & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION, AS LISTED IN SECTION J.

**COST/PRICE- (Shall contain only the cost/price information)**

There is no limitation on number of pages, page format, or print size for the cost proposal.

The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and one copy of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only **one** copy of Microsoft Excel 5.0, 3.5" disk(s) with the Offeror's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable (**Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE**).

**The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.**

**Furnish all cost proposal information in the order listed. This requirement also applies to any proposed subcontractor(s).**

- (a) Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.
- (b) **ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME.** Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.
- (c) List of subcontractors that are submitting cost information independently.
- (d) Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.
- (e) If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number and location of the assigned DCAA office be furnished with your proposal along with the audit number.
- (f) State the source and date of acceptance of adequacy of the Offeror's accounting system.
- (g) If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.

- (h) State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume III - Cost Proposal.
- (i) If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.
- (j) State the escalation rate use for each year and the basis for this particular rate. Escalation shall not be applied to labor categories listed on the Department of Labor (DOL) Wage Determination.
- (k) The cost proposal must furnish an explanation of the Offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.
- (l) Describe how the Offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal work week or outside the normal work week. Also, the Offeror shall define how Government-sponsored training costs are kept separate from Offeror-training costs.
- (m) It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offerors actual labor mix, each proposal must provide the following:
- (i) Direct labor rates related to the labor categories specified in the RFP.
  - (ii) A statement of the Offerors normally used nomenclature for each labor category included herein, together with a copy of the Offerors own position description for each labor category.
  - (iii) A statement of any other labor categories and related qualifications between any category established herein and the category normally used.
- A cross-reference matrix of labor category nomenclature must be provided.
- (n) If the Offeror is NOT proposing uncompensated overtime, so state. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.
- (o) Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.
- (p) Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.
- (q) Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.
- (r) If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates is available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.
- (s) Provide an explanation of how your spreadsheet is constructed.

(t) Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the Prime Offeror is allowed or prohibited. The Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).

(u) Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the Offeror or subcontractor. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.

(v) Yearly Breakout: Each Offerors Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, and material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.

The quantities of hours of labor for each labor category set forth under the heading "For Proposal Preparation Purposes Only" herein, are to be used by the Offeror for computing total labor costs and represent the Government's current best estimate of requirements. However, the Government can not guarantee either the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for the entire period of contract performance (5 years).

All Offerors are to submit their cost proposal in accordance with the following instructions and sample/example contained in Attachment (8) hereto. All cost proposals are to be prepared using Microsoft Excel (Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE).

Attachment (8) Excel spreadsheet is for an example only. The amounts shown in the sample spreadsheets are for illustration only. Do not propose these numbers.

THE PRIME OFFEROR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many 3.5" high density disks (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). Only one set of 3.5" disks need be submitted. Each proposal, prime and subcontractor, is to be prepared in accordance with the following instruction and sample.

EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime Offeror, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime Offeror has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative portion of the cost proposal, the prime Offeror shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to have the following information:

- Company Name
- City, State, Zip
- Solicitation Number
- Work Site (Location)
- Element/Category



Direct Labor - Each spreadsheet is to list by title, the labor categories that the Offeror intends to use for performance of the contract and number of labor hours proposed. Offerors shall use their labor category nomenclature for each category title and shall use the labor hours per category per year as set forth in this section under the heading "For Proposal Presentation Purposes Only". A formula shall be written that multiplies proposed labor hours by proposed labor rates, with the resultant amount indicated in the amount column. The appropriate total number of hours is provided under the heading "For Proposal Preparation Purposes Only". The sample provided lists all labor categories identified for performance of this contract. If additional lines are required, the Offeror is to adjust the sample spreadsheet accordingly. However, the Offeror is cautioned and reminded that any adjustments to an individual spreadsheet cost proposal, (i.e., addition/deletion of lines) needs to be reflected on all spreadsheets, as all spreadsheets shall be linked. A suggestion would be for the Offeror to develop a generic cost proposal spreadsheet that reflects ALL of the intended labor categories.

Composite rates are required for any labor category under each type of services category in which more than one individual is proposed. These composite rates should properly weight individual labor rates (included in the composite) based on calculated percentages of the effort to total effort. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. Prime Offerors and subcontractors can have their own composite rates.

The Offeror should also identify all labor categories subject to the Service Contract Act and identify what category on the Wage Determination applies to the Offeror's employees. The direct labor rate (unburdened) paid to each non-exempt employee should be listed next to the Offeror's labor category.

The cost proposal spreadsheets shall use the Offeror's labor category nomenclature.

Subtotal Direct Labor- A formula that adds all direct labor amounts shall be written with the resultant calculation indicated.

Labor Overhead - The Offeror is to indicate the base amount that is used to apply the labor overhead rate. If more than one labor overhead rate is proposed, or if Offeror has other indirect labor rate(s), i.e., separate fringe benefits rate(s), Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed labor overhead rate(s) and shall indicate the result in the amount column.

Subtotal Labor Overhead - A formula that adds all labor overhead amounts shall be written with the resultant calculation indicated.

Total - A formula shall be written that adds the subtotal amounts for direct and labor overhead with the resultant calculation indicated.

Total labor hours - A formula shall be written that adds all proposed direct labor hours proposed for performance of this contract.

Other Direct Costs - The Offeror is to include the following:

- Material/Supplies Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Material/Supplies Costs.
- Travel Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Travel Costs.
- Associates/Consultant Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Consultant Costs.

Material handling (or other overhead, if applicable) - The Offeror is to indicate the base amount that is used for this indirect rate, if applicable. If more than one indirect rate is proposed, the Offeror is to indicate this in the cost

proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed indirect rate(s) and shall indicate the result in the amount column.

Grand Sub total - A formula shall be written that adds the totaled amount for labor and overhead to totaled amount for Other Direct Costs and material handling, or other indirect rate, if applicable and the result shall be indicated in the amount column.

G&A - The Offeror is to indicate the base amount that is used to apply the general and administrative (G&A) rate. If more than one G&A rate is proposed, or if the Offeror has other indirect rate(s), the Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount to which any G&A rate is applied. A formula shall be written that multiplies the base amount(s) by the proposed G&A rate(s) with the resultant amount indicated in the amount column. In the narrative portion of Offeror's cost proposal, Offeror is to state the base(s) for application of G&A(s) rate(s).

Subtotal - A formula shall be written that adds the amounts for G&A. If Offeror has only one G&A, then the formula written shall so reflect. If Offeror has more than one G&A amount, then the formula shall add the G&A amounts and that amount shall be displayed.

Total - A formula shall be written that adds the subtotaled amount for G&A with the grand subtotal.

Facilities Capital Cost of Money (FCCM) (If Applicable) - The Offeror is to indicate the base amount that is used to apply facilities capital cost of money factors, if applicable. A formula shall be written that multiplies the base amount(s) by the proposed facilities capital cost of money rate(s) and the result(s) indicated in the amount column.

Subtotal - A formula shall be written that adds the subtotal amount for Cost of Money, if applicable.

Fee - A formula shall be written that excludes FCCM (if applicable) from the grand subtotal, then the formula shall add the fee amount and that amount shall be displayed.

#### **NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:**

**Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime Offeror for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime Offeror shall arrange the manner in which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.**

Offeror is to copy all formulas used in the preparation of its cost proposal into columns that the Offeror shall label "DCAA" and "Government Cost Realism". The Government will use these columns to analyze the Offeror's proposal in conjunction with information received through DCAA. By having the Offeror provide the methodology by which it developed its proposal, the Government will ensure that it analyzes and calculates these costs in the same manner that the Offeror has prepared its proposal.

**DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.**

#### **FOR PROPOSAL PREPARATION PURPOSES ONLY:**

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be in **3rd Quarter Fiscal Year 2004**.

2. Estimated Labor Hours / - The quantities of direct labor hours by labor category by period of contract performance, shown below, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	12 Months	12 Months	12 Months	12 Months	12 Months
Program Manager (K)	1920	1920	1920	1920	1920
Sr. Research Associate (K)	1920	1920	1920	1920	1920
Sr. Research Scientist (K)	2880	2880	2880	2880	2880
Research Associate	9600	9600	9600	9600	9600
Senior Analyst/Specialist (K)	7680	7680	7680	7680	7680
Mid-Level Analyst/Specialist	11520	11520	11520	11520	11520
Junior Analyst/Specialist	9600	9600	9600	9600	9600
Senior Business Financial Mgr. (K)	5760	5760	5760	5760	5760
Mid-Level Business Financial Mgr.	5760	5760	5760	5760	5760
Junior Business Financial Mgr.	8640	8640	8640	8640	8640
<b>Totals</b>	<b>65,280</b>	<b>65,280</b>	<b>65,280</b>	<b>65,280</b>	<b>65,280</b>

3. ODC's - Offerors are instructed to use the travel, and material, as specified below, to generate their cost proposals. If the Offeror contemplates charging directly to this contract, any other direct costs besides the travel, and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

ODC's	Base	Option 1	Option 2	Option 3	Option 4
Travel (Not-to-exceed)*	\$184,000.00	\$184,000.00	\$184,000.00	\$184,000.00	\$184,000.00
Material (Not-to-exceed)*	\$431,250.00	\$431,250.00	\$431,250.00	\$431,250.00	\$431,250.00
Consultants (Not-to-exceed)*	\$575,000.00	\$575,000.00	\$575,000.00	\$575,000.00	\$575,000.00

\*Inclusive of G&A, non-fee bearing

### REALISM OF COST PROPOSALS

An Offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause, which requires the Offeror to absorb that portion of costs, reflected in its cost proposal.

Any significant inconsistency if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

### SMALL BUSINESS SUBCONTRACTING PLAN - No page limit

This factor applies only to large businesses. If large business Offeror, a small business subcontracting plan is required. Offerors should note that submission of the Subcontracting Plan shall be concurrent with the submission of the Offeror's proposal.

Offerors shall submit a small business subcontracting plan in accordance with FAR 52.219-9 (Oct 2000) (see also 252.219-7003 (Apr 1996)). The Offeror's small business subcontracting plan shall include all eleven (11) items cited in FAR clause 52.219-9, subparagraph d (1) through (11). The Navy's subcontracting goals for this requirement are: 23% of the effort for Small Businesses; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% of the effort for Service Disabled Veteran-Owned Businesses; 3% for Veteran-Owned Small Businesses; and 3% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR clause 52.219-9 "Small Business Subcontracting Plan" (Oct 2000) and DFARS clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" (Apr 1996) which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

## SECTION M EVALUATION FACTORS FOR AWARD

Clauses Incorporated by Reference:

**52.217-5**

**EVALUATION OF OPTIONS**

**JUL 1990**

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)  
(NAVSEA/IHD)

I. The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal

Past Performance

Cost/Price

Small Business Subcontracting Plan

In determining best overall value, the Government will first assess an Offeror on the basis of Technical proposal and then compare and rank Offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the Offeror who represents the best tradeoff between technical excellence, superior performance and price.

**A. TECHNICAL PROPOSAL** (In descending Order of Importance). The following technical factors shall be used to evaluate offers:

Factor 1: Program Plan

**Factor 2: Experience**

Factor 3: Personnel

An Offeror is required to submit a technical proposal as detailed in Section L under Clause IHD 195. Failure to do so will render an offer ineligible for award.

### **B. PAST PERFORMANCE (Prime Only)**

1. The Government will evaluate the quality of the Offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance

will be used to evaluate the relative capability of the Offeror and their competitors to successfully meet the requirements of the RFP.

2. The Government will evaluate the quality of the Offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the Offeror may be lacking in areas such as technical success, quality and customer satisfaction. In evaluating an Offeror's past performance, the Government will consider information contained in the Offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The sub-factors listed below (which are equal in importance) will be used to evaluate past performance:

i. Customer Satisfaction. The Offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

ii. Timeliness. The Offeror's demonstrated ability to meet contract schedules and delivery dates.

iii. Technical Success. The Offeror's demonstrated ability to understand and perform contract requirements.

iv. Program Management. The Offeror's ability to meet or exceed its subcontracting plans.

v. Quality. The Offeror's demonstrated ability to conform to contract specification requirements.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.

Poor - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.

Neutral - Offerors lacking relevant past performance history will receive a neutral rating for past performance.

### C. COST/PRICE

**Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated.**

The Cost Realism evaluation will result in a determination of the most probable cost to the Government. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, the Independent Government Estimate (IGE), Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. The labor hours, travel, and material/ODC amounts (plus any applicable burden) specified in Section L will be utilized for evaluation purposes. For evaluation purposes only, the evaluated cost is the higher of either (a) the sum of the Offeror's proposed total estimated cost and fee or (b) the Government's determination of the most probable total cost and fee.

Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of lack of understanding of the work required and may be considered in the technical analysis, which could reduce the capability analysis.

Cost is not the most important evaluation factor; it will not be ignored. Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost Offeror is determined to be most advantageous to the Government.

#### **D. SMALL BUSINESS SUBCONTRACTING PLAN**

Large businesses shall submit a Small Business Subcontracting Plan, which will not be subject to merit rating evaluation. The proposed Small Business portion of the subcontracting plan will be reviewed to ensure that they meet or exceed the minimum requirements in Section L of this solicitation. The subcontracting plan will be incorporated into the contract, but will not affect overall evaluation. It will be evaluated to insure the Offeror has a plan that complies with the Navy's stated goals or that the Offeror has provided an explanation as to why those goals cannot be met. The Contracting Officer may, pursuant to FAR 15.306, conduct exchanges of information with respect to subcontracting plan issues only and these exchanges of information shall not constitute discussions as defined in Part 15 of the FAR. The subcontracting plan will be evaluated by the contracting officer or designee.

#### **METHODOLOGY**

The Offerors' submission in response to Factors 1, 2, and 3 shall be reviewed by the technical review team. Each factor shall be reviewed based on the merits of the information contained in the Offerors' submission. The technical review team will only examine technical material contained within Volume II. Each factor shall be reviewed and assigned a score for each of the following areas:

Factor 1- Program Plan

Factor 2 - Experience

Factor 3 - Personnel

Factor 4 - Past Performance

Factor 5 - Cost/Price

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offeror	Factor 1, 2, and 3 Score*	Past Performance Rating	Cost/Price
A	88	Excellent	\$35M
B	93	Excellent	\$36M
C	0**	**	\$31M
D	82	Excellent	\$29M
E	93	Poor	\$27M

\* Not to exceed 100

\*\* Offeror did not comply with RFP instructions, such as failing to submit a complete Volume II - was not evaluated

**NOTE:** Past Performance is equal in value to factors 1 through 3 combined.

Once this information is tabulated, Offerors will be compared making value and price tradeoffs and award will be made to the Offeror that represents the Best Value to the Government. If the Offeror with the highest scores also represents the lowest price then that Offeror is likely to be the Best Value. If an Offeror with higher scores has a

higher price, then a determination must be made whether the difference in value is worth the higher price. Offeror C did not comply with the instructions as stated in the solicitation and therefore received a technical score of zero. As the technical evaluation is the most important factor the Government has determined that Offeror C does not represent the best value in regards to the evaluation factors.

**HQ M-2-0006 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE  
(NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.



### Attachment 5 - Composite

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	9,600	\$	-	-	\$	-	-	\$	-
Senior Research Associate (K)	9,600	\$	-	-	\$	-	-	\$	-
Senior Research Scientist (K)	14,400	\$	-	-	\$	-	-	\$	-
Research Associate	48,000	\$	-	-	\$	-	-	\$	-
Senior Analyst/Specialist (K)	38,400	\$	-	-	\$	-	-	\$	-
Mid-Level Analyst/Specialist	57,600	\$	-	-	\$	-	-	\$	-
Junior Analyst/Specialist	48,000	\$	-	-	\$	-	-	\$	-
Senior Business Financial Mgr. (K)	28,800								
Mid-Level Business Financial Mgr.	28,800	\$	-	-	\$	-	-	\$	-
Junior Business Financial Mgr.	43,200	\$	-	-	\$	-	-	\$	-
<b>Total Labor hours and amount</b>	326,400	\$	-	-	\$	-	-	\$	-
<b>Subtotal Direct Labor</b>									
<b>Labor Overhead</b>	Base	Rate							
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	134,400								
<b>Other Direct Costs</b>									
Travel*		\$	920,000.00						
Material*		\$	2,156,250.00						
Consultants*		\$	2,875,000.00						
<b>Subtotal</b>		\$	5,951,250.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 703,940.00						
<b>Total</b>			#REF!						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

THIS IS A SAMPLE ONLY  
DO NOT CHANGE THE ODC'S AMOUNT

ATTACHMENT 8

### Attachment 5 - Base Year

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Research Associate (K)	1,920	\$ 49.00	\$ 94,080.00						
Senior Research Scientist (K)	2,880	\$ 47.00	\$ 135,360.00						
Research Associate	9,600	\$ 45.00	\$ 432,000.00						
Senior Analyst/Specialist (K)	7,680	\$ 42.00	\$ 322,560.00						
Mid-Level Analyst/Specialist	11,520	\$ 39.00	\$ 449,280.00						
Junior Analyst/Specialist	9,600	\$ 37.00	\$ 355,200.00						
Senior Business Financial Mgr. (K)	5,760	\$36.00	\$ 34,560.00						
Mid-Level Business Financial Mgr.	5,760	\$ 35.00	\$ 201,600.00						
Junior Business Financial Mgr.	8,640	\$23.00	\$ 198,720.00						
Total Labor Hours	65,280	\$21.00	\$ 1,370,880.00						
<b>Subtotal Direct Labor</b>			\$ 1,053,120.00						
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	26,880								
<b>Other Direct Costs</b>									
Travel*			\$ 115,000.00						
Material*			\$ 112,470.00						
Consultants*			\$ 172,500.00						
<b>Subtotal</b>			\$ 399,970.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 460,764.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

### Attachment 5 - Option I

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Research Associate (K)	1,920	\$ 49.00	\$ 94,080.00						
Senior Research Scientist (K)	2,880	\$ 47.00	\$ 135,360.00						
Research Associate	9,600	\$ 45.00	\$ 432,000.00						
Senior Analyst/Specialist (K)	7,680	\$ 42.00	\$ 322,560.00						
Mid-Level Analyst/Specialist	11,520	\$ 39.00	\$ 449,280.00						
Junior Analyst/Specialist	9,600	\$ 37.00	\$ 355,200.00						
Senior Business Financial Mgr. (K)	5,760	\$36.00	\$ 34,560.00						
Mid-Level Business Financial Mgr.	5,760	\$ 35.00	\$ 201,600.00						
Junior Business Financial Mgr.	8,640	\$23.00	\$ 198,720.00						
Total Labor Hours	65,280	\$21.00	\$ 1,370,880.00						
<b>Subtotal Direct Labor</b>			\$ 1,053,120.00						
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	26,880								
<b>Other Direct Costs</b>									
Travel*			\$ 115,000.00						
Material*			\$ 112,470.00						
Consultants*			\$ 172,500.00						
<b>Subtotal</b>			\$ 399,970.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 460,764.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

### Attachment 5 - Option II

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Research Associate (K)	1,920	\$ 49.00	\$ 94,080.00						
Senior Research Scientist (K)	2,880	\$ 47.00	\$ 135,360.00						
Research Associate	9,600	\$ 45.00	\$ 432,000.00						
Senior Analyst/Specialist (K)	7,680	\$ 42.00	\$ 322,560.00						
Mid-Level Analyst/Specialist	11,520	\$ 39.00	\$ 449,280.00						
Junior Analyst/Specialist	9,600	\$ 37.00	\$ 355,200.00						
Senior Business Financial Mgr. (K)	5,760	\$36.00	\$ 34,560.00						
Mid-Level Business Financial Mgr.	5,760	\$ 35.00	\$ 201,600.00						
Junior Business Financial Mgr.	8,640	\$23.00	\$ 198,720.00						
Total Labor Hours	65,280	\$21.00	\$ 1,370,880.00						
<b>Subtotal Direct Labor</b>			\$ 1,053,120.00						
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	26,880								
<b>Other Direct Costs</b>									
Travel*			\$ 115,000.00						
Material*			\$ 112,470.00						
Consultants*			\$ 172,500.00						
<b>Subtotal</b>			\$ 399,970.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 460,764.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

### Attachment 5- Option III

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Research Associate (K)	1,920	\$ 49.00	\$ 94,080.00						
Senior Research Scientist (K)	2,880	\$ 47.00	\$ 135,360.00						
Research Associate	9,600	\$ 45.00	\$ 432,000.00						
Senior Analyst/Specialist (K)	7,680	\$ 42.00	\$ 322,560.00						
Mid-Level Analyst/Specialist	11,520	\$ 39.00	\$ 449,280.00						
Junior Analyst/Specialist	9,600	\$ 37.00	\$ 355,200.00						
Senior Business Financial Mgr. (K)	5,760	\$36.00	\$ 34,560.00						
Mid-Level Business Financial Mgr.	5,760	\$ 35.00	\$ 201,600.00						
Junior Business Financial Mgr.	8,640	\$23.00	\$ 198,720.00						
Total Labor Hours	65,280	\$21.00	\$ 1,370,880.00						
<b>Subtotal Direct Labor</b>			\$ 1,053,120.00						
<b>Labor Overhead</b>	Base	Rate	Amount						
Off Site		88%	#REF!						
On Site		N/A							
Fringe Benefits		N/A							
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>			#REF!						
<b>Total Labor Hours</b>	26,880								
<b>Other Direct Costs</b>									
Travel*			\$ 115,000.00						
Material*			\$ 112,470.00						
Consultants*			\$ 172,500.00						
<b>Subtotal</b>			\$ 399,970.00						
<b>Material Handling Rate (if applicable)*</b>		3%	\$ 60,794.00						
<b>Total</b>			\$ 460,764.00						
<b>Grand Subtotal</b>			#REF!						
<b>G&amp;A</b>									
Off Site		15%	#REF!						
On Site		N/A							
<b>Subtotal</b>			#REF!						
<b>Total</b>			#REF!						
<b>Cost of Money*</b>		N/A							
Off Site									
On Site									
<b>Subtotal COM</b>									
<b>Fixed Fee</b>		10%	#REF!						
<b>Total CPFF</b>			#REF!						

## Attachment 5 - Option IV

ELEMENT/CATEGORY	Proposed			DCAA			Government Position		
	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount
<b>Direct Labor</b>									
Program Manager	1,920	\$ 52.00	\$ 99,840.00						
Senior Research Associate (K)	1,920	\$ 49.00	\$ 94,080.00						
Senior Research Scientist (K)	2,880	\$ 47.00	\$ 135,360.00						
Research Associate	9,600	\$ 45.00	\$ 432,000.00						
Senior Analyst/Specialist (K)	7,680	\$ 42.00	\$ 322,560.00						
Mid-Level Analyst/Specialist	11,520	\$ 39.00	\$ 449,280.00						
Junior Analyst/Specialist	9,600	\$ 37.00	\$ 355,200.00						
Senior Business Financial Mgr. (K)	5,760	\$36.00	\$ 34,560.00						
Mid-Level Business Financial Mgr.	5,760	\$ 35.00	\$ 201,600.00						
Junior Business Financial Mgr.	8,640	\$23.00	\$ 198,720.00						
Total Labor Hours	65,280	\$21.00	\$ 1,370,880.00						
<b>Subtotal Direct Labor</b>			\$ 1,053,120.00						
	Base	Rate	Amount						
<b>Labor Overhead</b>		88%	#REF!						
Off Site		N/A							
On Site		N/A							
Fringe Benefits									
<b>Subtotal Labor Overhead</b>			#REF!						
<b>Total</b>	26,880								
<b>Total Labor Hours</b>									
<b>Other Direct Costs</b>			\$ 115,000.00						
Travel*			\$ 112,470.00						
Material*			\$ 172,500.00						
Consultants*			\$ 399,970.00						
<b>Subtotal</b>									
		3%	\$ 60,794.00						
<b>Material Handling Rate (if applicable)*</b>			\$ 460,764.00						
<b>Total</b>			#REF!						
<b>Grand Subtotal</b>									
<b>G&amp;A</b>		15%	#REF!						
Off Site		N/A							
On Site			#REF!						
<b>Subtotal</b>			#REF!						
<b>Total</b>		N/A							
<b>Cost of Money*</b>									
Off Site									
On Site									
<b>Subtotal COM</b>									
		10%	#REF!						
<b>Fixed Fee</b>									
<b>Total CPFF</b>			#REF!						